UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-CV-60340-RS

RICHEMONT INTERNATIONAL SA, et al.,

Plaintiffs,

VS.

THE INDIVIDUALS, BUSINESS ENTITIES, AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE "A,"

Defendants.

FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

Pursuant to the Court's Order Granting Motion for Final Default Judgment [DE 29], and in accordance with Federal Rule of Civil Procedure 58(a), it is hereby,

ORDERED that Final Default Judgment is hereby entered in favor of Plaintiffs, Richemont International SA, Cartier International A.G., Lange Uhren GMBH, Montblanc-Simplo GMBH, Officine Panerai A.G., and Van Cleef & Arpels SA (collectively, "Plaintiffs") and against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule "A" hereto (collectively, "Defendants") as follows:

- 1. Permanent Injunctive Relief. Defendants and their officers, directors, employees, agents, representatives, subsidiaries, distributors, and all persons acting in concert or participation with Defendants are hereby permanently restrained and enjoined from:
 - a. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing and/or using Plaintiffs' trademarks, or any confusingly similar trademarks

- identified in Paragraphs 21, 27, 33, 39, 45, 51, 57, 63, and 69 of the Amended Complaint [DE 18] (the "Plaintiffs' Marks");
- b. using Plaintiffs' Marks in connection with the sale of any unauthorized goods;
- c. using any logo, and/or layout which may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs;
- d. falsely representing themselves as being connected with Plaintiffs, through sponsorship or association;
- e. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants are in any way endorsed by, approved by, and/or associated with Plaintiffs;
- f. using any reproduction, counterfeit, copy, or colorable imitation of Plaintiffs'
 Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;
- g. affixing, applying, annexing, or using in connection with the sale of any goods a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by Defendants as being those of Plaintiffs or in any way endorsed by Plaintiffs and from offering such goods in commerce;
- h. otherwise unfairly competing with Plaintiffs;
- i. using Plaintiffs' Marks, or any confusingly similar trademarks on e-commerce marketplaces, metatags, or other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and from any

other form of use of such terms which are visible to a computer user or serves to direct computer searches to websites, Internet based e-commerce stores, seller identities or domain names registered by, owned, or operated by Defendants; and

j. effecting assignments or transfers, forming new entities or associations, or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

2. Additional Equitable Relief:

In order to give practical effect to the Permanent Injunction, and upon Plaintiffs' request, the Internet marketplace website operators and/or administrators for the Ecommerce Store Names, including but not limited to Amazon.com, Inc. and ContextLogic, Inc., which operates Wish.com platform, shall permanently remove from the multiple platforms, which include, inter alia, a Direct platform, Group platform, Seller Product Management platform, Vendor Product Management platform, and Brand Registry platform, any and all listings and associated images of goods bearing and/or using counterfeits and/or infringements of Plaintiffs' Marks via the e-commerce stores operating under the E-commerce Store Names, including but not limited to the listings and associated images identified by the "parent" and/or "child" Amazon Standard Identification Numbers ("ASIN") on Schedule "A" hereto, and any other listings and images of goods bearing and/or using counterfeits and/or infringements of Plaintiffs' Marks associated with any ASIN linked to the same sellers or linked to any other alias e-commerce store names being used and/or controlled by the Defendants to promote, offer for sale, and/or sell goods bearing and/or using counterfeits and/or infringements of Plaintiffs' Marks; and

- b. Upon Plaintiffs' request, any Internet marketplace website operator and/or administrator, who is in possession, custody, or control of the Defendants' goods bearing and/or using one or more of Plaintiffs' Marks, including but not limited to Amazon.com, Inc. and ContextLogic, Inc., which operates the Wish.com platform, shall permanently cease fulfillment of and sequester those goods, and surrender those goods to Plaintiffs.
- 3. Statutory damages in favor of Plaintiffs pursuant to 15 U.S.C. § 1117(c). Plaintiffs are awarded damages of \$1,000,000.00 against each Defendant, for which let execution issue, based upon the Court's finding that each Defendant infringed at least one trademark on one type of good. The Court considered both the willfulness of each Defendant's conduct and the deterrent value of the award imposed, and the awarded amount falls within the permissible statutory range of 15 U.S.C. § 1117(c).
- 4. All funds currently restrained or held on account for all Defendants by all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, Amazon Payments, Inc. ("Amazon"), ContextLogic, Inc., which operates the Wish.com website ("ContextLogic"), and their related companies and affiliates, are to be immediately (within 5 business days), transferred by the previously referred to financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms and by Defendants, to Plaintiffs and/or Plaintiffs' counsel in partial satisfaction of the monetary judgment entered herein against each Defendant. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, Amazon, ContextLogic, and their related companies and affiliates, shall provide to Plaintiffs at the time the funds are released, a breakdown reflecting the (i) total funds

restrained in this matter per Defendant; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from each Defendant's funds restrained prior to release; and

(iii) the total funds released per Defendant to Plaintiffs.

5. Interest from the date of this judgment shall accrue at the legal rate. See 28 U.S.C. § 1961.

6. The bond posted by Plaintiffs in the amount of \$10,000.00 is hereby ordered released by

the Clerk.

7. The Court retains jurisdiction to enforce this Judgment and permanent injunction.

8. Plaintiffs are ordered to serve a copy of this Order upon Defendants by (a) providing the

address to Plaintiffs' designated service notice website to Defendants via the e-mail

addresses provided by each Defendant as part of the data related to its e-commerce store,

including customer service e-mail addresses, onsite contact forms, and private messaging

applications and/or services, or via the e-commerce platform e-mail for each of the e-

commerce stores; and (b) publicly by posting a true and accurate copy of the foregoing on

Plaintiffs' designated serving notice website appearing at

http://servingnotice.com/R1Ar08/index.html.

9. Any pending motions not otherwise addressed are **DENIED** as moot.

10. This case is **CLOSED**.

DONE AND ORDERED in Fort Lauderdale, Florida, this 30th day of May, 2023.

RODNEY SMITH

UNITED STATES DISTRICT JUDGE

cc: All Counsel of Record

SCHEDULE "A" <u>DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME, AND</u> <u>FINANCIAL ACCOUNT INFORMATION</u>

Def. No.	Platform	Defendant / E-commerce Store Name	Amazon Seller ID # / Merchant #	ASIN # / Infringing Product #
1	Amazon	aabbyee	A177JK8NE38JBV	B0BNBMV9S2 B0BNBJ7WB4
2	Amazon	am ang heng wei	A3H79NFZPQKP0D	B0BHR5JBXG B0BHR2T65D
3	Amazon	Anqingkehenshangmaoyouxia ngongsi	ALG4484ZUA0HA	B0BPTFPL49
4	Amazon	ASNXBHDG5PLOKMRG	A1L9IFG7WCKLNO	B0BB9XSTZC
5	Amazon	BVNRGJETYWRY	A1OR1XEZ7S7GRB	B0BPYVX53M
6	Amazon	CY-ECC	A28B1JMJC3P7RO	B0B5HLL7L7 B0B61R1593
7	Amazon	DMJUC	A1AM490I9GUJ8V	B0B61T9KMR
8	Amazon	DOCGOL	A2NP4QANCN2AWI	B0B7N94V5H B0B7NBWVWM
9	Amazon	duanliboalksdjflkj	A3SZJ1NVKVHJ63	B0BNKY916Z B0BNKXXV93
10	Amazon	Fashion_Store01	A1CKF2B8CLNN2X	B0BL29DX6N B0BL29W9NC
11	Amazon	Henrong	A1M8NTDPZ6JLR2	B0BNHQJGFH
12	Amazon	huangtaodebeimeidianpu	A2I76S1L2DKTFN	B0BHR16L74 B0BHR2T65D
13	Amazon	iao yu	A16YYF9BZGEVFU	B0BJBBN3YV
14	Amazon	KHJGF	A1ZE7IX3TLJNKE	B0B7F9LMNG B0B7F85T4G
15	Amazon	Knowmi Jewelry	A1NT740Z8JWXB1	B0B4N78CFS B0B4NH5YGX
16	Amazon	linxiaoqinglii	A1ZZ2ICQBSO0KA	B0B5HPRJCT B0B94MY4FF
17	Amazon	liuanchourongshangmaoyouxi angongsi	A1SOFTTJBZZJH0	B0B2Q62GB5
18	Amazon	shidaifuzhuangwangdian	A1UOGDB30J75B5	B0BFHYVRBZ B0BFHTFHCD

1	Í	1	I	1
19		Taiyuanshitujuekaiwangluoke jiyouxiangongsi a.k.a.	AMOZA COLMIZATO	DODNI ZWWWA
	Amazon	Pdd (→7-14 days delivery)	AM8ZA6GLMK3HD	B0BNL7KKK4
20	Amazon	uqingriyongbaih	A2CFOYSRL413EZ	B0B51NJQ2B B0B51KXF77 B0B51KRXQD
21	Amazon	US-599WS	A1BUO7JWMKROUB	B0B866XZJD B0B867LVFP
22	Amazon	US-9W6	A2OO8KWRSC19MT	B0BD8H8556 B0BD8J4KV8
23	Amazon	US-986Boutique	A3KED1MLS9ZRTF	B0B7P55PDQ B0B7P2YV78
24	Amazon	US-A9S5	A312M2MDLY9E6I	B0B867Q1R7 B0B866Y5HY
25	Amazon	US-VCA-1	A10890RC54RJ9E	B0BHNH2V87 B0BLLGZSP4
26	Amazon	WSDFJS84	ASCQUCLGF60BA	B09WDK3T77 B09WHXXD5H
27	Amazon	wujiantingdebeimeidianpu	A23P37FSAG58W6	B0BJ11DHG9
28	Amazon	WuYishanshilongjingcanguan	A1170XWI7IIREE	B0B5Z3GCZF
29	Amazon	xian feng AM	A3GV4DMW0041FO	B0BGLHCH4G B0BGLGWR1P
30	Amazon	xiendsad	A32EBTYVI7UFUX	B0B2WBWT9K B0B8JNQ1WY
31	Amazon	xinggui	A1EO9YGA00FUQW	B0B34CR2KR
32	Amazon	yanshi5569	A2VEAU0REEV5NM	B0B2WBFVJX B0B8JNQ1WY
33	Amazon	yao hong ying	A2Q75RE2720FYK	B0BFNPBPP9 B0BFNNV3RF
34	Amazon	youth girlr	ALDDXB9U2P20Q	B09M469TRZ
35	Amazon	yuantaodianzishangwuyouxia ngongsi	A1ZC1EYQ0O3RW4	B0B1PRQT6L B0B1NTHX1N B0B1P74YC6
36	Amazon	zhang chuan xin	A2UIIGGM8XMLG9	B0BFLMV6Z6 B0BFLV5B1D
37	Amazon	zhangtong123456	A2HSBJK7B2I04D	B0BPTBFPQF
38	Wish	87778999	61ef3de3383a1ac177b2b 532	62cd171134779f09f7d56 9a7

39	Wish	anpenghui2134	61ac6b60421574bc0e777	61af925841b1ff1c89163 64c
40	Wish	Asiescomosehace	6159c40f3221c04c7100c 315	627cdeac1676fe651fe137 39
41	Wish	BAJOS EXTREMOS	609aae3b403f039b8ab86 d9b	62b0111f789846fdae743 b2d
43	Wish	Bombassport	619d391c49f59ebfa9270 673	627613ea3be0de986e670 8db
44	Wish	Candace J Maness	5e940ab11a25ab6300bc1 13c	619b8dfe3ae98d9b9b92e 80a
45	Wish	changyufu1350	61d9067b170a0c422a315 971	62a935b1ffaa0b8992d24 a26
46	Wish	chenliwei668	60e3bef5fd094917b3ff23 b6	62aacf2fc40d337540ccf5 59
47	Wish	Cooper Tech Store	61a7c75c97a03e9fdaf938 12	626f705d0176807a50159 888
48	Wish	Diamonds & Ivory	619d773ac0d2d4813b1b 505e	61d3f8fe381de3dccbacee
49	Wish	Donald E Love	5e8c47d23c83fc7203961 79e	62ca6b5c8bd92554c6c05 50d
50	Wish	Edith M Frank	5e8b02b329e786245620 b276	629661e8e6048bded939b c19
51	Wish	Edwin B Figueroa	5e8ae1c402e0171d8086f 7a5	6278b3e127aa94aef385b 264
52	Wish	El Jany	616709c0ffc88cba4848a 642	61f0b8a3785dedac5705c 1ab
53	Wish	fanmengmeng50639	6083e3eb552190378030 8871	61d134f55028b0aeeea1d 2c6
54	Wish	gaowenlong6004	61cd2afa104ad6bc88ffab 16	6269f200831b6c6353f03 29a
55	Wish	guziyi668	60f3a169c28598310826a 81c	629d93e4f8c6dac9babb2 6c4
56	Wish	Haitian Technologyp	619349dd0008ca8b316e2 b29	627a067c65bef5dfbe5d1 76f
57	Wish	Henne makeup	60e3ab311c560406341a2 b06	61accd9dffb2e960afbafd 0f
58	Wish	heqihong5176	60b6fe11ec667b7f490c5 c6a	616ba35331a554b1e1c6b 53c
59	Wish	Howard T Moore	5e8efcc7ff68543241a858 c2	628ce2effce9250e6f265e 10
60	Wish	huangjiale6209	61caba05aa02e048161b0 a8e	62aacffd7af789e7b4ccf7 85
61	Wish	huhaohong4791	606a9251851ae4be53025 bdd	61d001e906995423359c 149e
62	Wish	hujianzhong6958	6147e910626f1b506e234 e16	62b27bf14c8e4fdb459c9 77c
63	Wish	huyanhui2134	6195fc8a7b61f731ad912	628ccef977fac6deec1419

			5bd	06
64			617182993a60ad0c432b0	62748ece58f889228018d
	Wish	Intersports Jorii	b6a	297
65			5e4bd0c0c58483610a5be	62b6ad48af45c319d9114
	Wish	iwhwdli8f	154	78c
66			61da5e0b4a2b7a267d315	62b40c1ee53f96bad14ad
	Wish	jieanna5497	824	1a1
67			61a982dae383648e4a1e4	62a46e4cbb380b1a6854c
07	Wish	jinxin7096	687	eb2
68			5e94c8d846be6ae569df1	61e0e19277449e9b4cf89
00	Wish	JosephJenn	ddf	a77
69			61f2c51595e8a8909422f	6289d3c3cbb0afa749764
09	Wish	Joucool Sambatex	0ad	9a0
70			614811d6c61533c5b0b9	61d1399e3beb164f53a68
70	Wish	Kandalbros	6ff0	7d7
71			619c3519c9736f6c7810d	62a826858eb54db70743
/ 1	Wish	Karsmotors	9c5	8776
72			61dfa039b6404b7165835	61f0cc95eedc903104a1a
12	Wish	liujun7224	69b	824
73			61de7b012fd2f09afb717	628cd79d1394638829c4
13	Wish	liuyujie5246	60e	4e46
74			60fdfe74410c05a2c1e33	61dd2d177da3f37b0a0dc
/4	Wish	Luly21	6e5	917
75			6103a860fb3a8a0bc2429	624401b564bc32aa0154b
13	Wish	luoyongchao54278	f16	789
77			5e8eca25676d250c52413	62a457066e3d6dc345f99
11	Wish	Martha D Thomas	878	272
78			61f2cbcf483aa3399115a	6260fa0d36b5e95b28495
70	Wish	Mundo De Piedra	31e	dbf
79			60dbdde7c8f927a555cef	61de883b39b7c805bcdd7
19	Wish	Murphy Beauty Salon	7bf	f0d
80			6191f16a486f4b05bffcab	61b89ac1aae977868249c
<u>0U</u>	Wish	niepin5278	d1	1a7
81			5fe9e61fe94aa4b792de2a	60ba00f2f4cde73ed9eab8
01	Wish	Nojoseka	24	c3
82			5e841c0ebc418d132e0e4	61acc592c6281417b9780
02	Wish	OuyeyongdRz	ff8	e62
02			60e35234d9e1822c118f5	6211eda1d1cb105919873
83	Wish	perforenseanna	8f2	721
84			5e8d858664a6400b4846	62949a89e6014ebee01d8
04	Wish	Richard P Bowden	ba4f	80d
85			61e7cb0fd27ea2d647679	6263b8ebaafc2ea4d1f34c
	Wish	ronglin5478	d8d	1a
0.6			614cd0eb5bf378f8d47ca	62aff1518d481dea4ed5f9
86	Wish	Rosa Flowers Up Shop	036	a4
07			5e8c0b9c84b2547c5eb04	626826a21d48e575a66b1
87	Wish	Rosalie E Cleveland	b24	7ba

88	Wish	RY Starp	6193311d1ee5276e52fd8 724	626d0bce6eb0699a78ae5
89	Wish	Ryanmaent	6165586a24aa2c5c69237 c7f	61dce8072df3c7f1ba1a1 02e
90	Wish	s85cfd1f	5f61c3f651537dbe053e9 eae	6257d448032bd8002567 c2a8
91	Wish	Servicios Tecnologicios VEMA	616cb2693d76d6de5b7fc 9d8	623ada2a869579d8a7741 373
92	Wish	shaozhuomin2134	6140285813608de1faa0d dc0	61b1d16c746e4c697e663 67b
93	Wish	Show your momp	6193510b0762cd358f8a6 a80	62a469b96d468e9b6ef8f 398
94	Wish	Skaf Pet Products	60dbec1921813c7746963 ed1	6213405a9b7de5242679 08f0
95	Wish	songchuntao	607b99c545810261007a dbbd	62ea29e6ffc06a3153cae2 42
97	Wish	suéter de algodon	608de3508c4dd7bc67be2 666	62c139d1606f25ffc8c2dd df
98	Wish	textile house	613a84e3e010906ca6af8 8bf	628dce963057092949a74 85b
99	Wish	Virko	60fc86e2ce53a3cd3e2ecc 6c	61d3eff1de06c62e0ecd84 24
100	Wish	wangcong2134	618f7474e2fea24134fcaa 80	628cd2d8694d29bb8eff7 779
101	Wish	wangjie2134	618f6a712192b16ac68a7 f8b	621ef188cdcb0a122e57e a40
102	Wish	wangxiaodan4715	61b031ca830e348d55363 3a5	6203997b785a57de82d3 2162
103	Wish	xiuyongan2134	61e39c31d8aeefabe0971 2e1	6229a8539d2e70e7f4f59 159
104	Wish	xujielai5314	61e27ee15efd62823f970 bbd	6215a0f1c1fae6456393ef bb
105	Wish	xuyimin1134	610a500aa5586bf1adffcf 6a	6299b071908e623220bfd 3de
106	Wish	yudongting6137	6112348ac69f3e19c4e84 6f3	6184d647e2c9ef7158d41 c66
107	Wish	zhangxingrui1134	610cacd55d20d95f840f8 97a	624fd91c738424ed387f0 1a3
108	Wish	zhangxingyu058954	619f2ed026a74d0893070 406	62973c8afd8acc7e33ea4 bc3
109	Wish	zhangyuezhong056874	61a04d7b91a38ec0a1392 265	6260e50143d93e105fa39 41e
110	Wish	zhanyihao5481	61e7c66a036346cc4a555 01a	62639964eed7268ca62dc 808
111	Wish	zhaoyong1441	611f2b9d3a4075e9a0bb1 559	6246b8f7604a8ddac1e8e 8e2